



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 18, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

47 March 18, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVE ACQUISITION OF PARCELS 253T AND 253DA AND DELEGATE AUTHORITY TO  
ADOPT, ADVERTISE, AND AWARD  
DRAINAGE IMPROVEMENTS  
PICKENS CANYON MULLALLY DEBRIS BASIN RELIEF DRAIN  
CITY OF LA CAÑADA FLINTRIDGE  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to reject all bids received on May 7, 2013, for the Pickens Canyon Mullally Debris Basin Relief Drain project; find modifications to the Pickens Canyon Mullally Debris Basin Relief Drain project in the City of La Cañada Flintridge, to provide for open trench construction of drainage improvements, are categorically exempt from the provisions of the California Environmental Quality Act; delegate authority to the Chief Engineer or her designee to acquire temporary and permanent right-of-way easements, and a single family residence and appurtenant improvements for the project; delegate authority to the Chief Engineer or her designee to execute an agreement and Bill of Sale for the purchase and sale of property interests between the Los Angeles County Flood Control District and Jeffrey P. Schroeder and Kelly S. Schroeder; adopt the revised plans and specifications; advertise for bids; award and execute a construction contract with the apparent responsible contractor with the lowest responsive bid; and delegate certain responsibilities to the Chief Engineer or her designee to carry out this project.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Reject all bids received on May 7, 2013, for the Pickens Canyon Mullally Debris Basin Relief Drain project in the City of La Cañada Flintridge.

2. Find that the proposed modifications to this project, to provide for open trench construction of drainage improvements, are categorically exempt from the provisions of the California Environmental Quality Act.
3. Approve the acquisition of a temporary right-of-way easement for construction access and certain improvements in Pickens Canyon Parcel 253T, a permanent right-of-way easement for future operation and maintenance of drainage improvements and appurtenant structures in Pickens Canyon Parcel 253DA and an existing single-family residence and appurtenant improvements from Jeffrey P. Schroeder and Kelly S. Schroeder for a total amount of \$799,950, plus incidental costs and delegate authority to the Chief Engineer or her designee to execute an agreement and Bill of Sale for the purchase and sale of property interests between the Los Angeles County Flood Control District and Jeffrey P. Schroeder and Kelly S. Schroeder.
4. Delegate authority to the Chief Engineer or her designee to adopt the revised plans and specifications that provide for open trench construction of drainage improvements for the project, and advertise for bids at an estimated construction contract cost between \$1,000,000 and \$1,400,000.
5. Authorize the Chief Engineer or her designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
6. Authorize the Chief Engineer or her designee to award and execute a construction contract with the apparent responsible contractor with the lowest responsive bid so long as the bid amount is within the estimated cost range and deliver the project.
7. Delegate to the Chief Engineer or her designee the following authority in connection with this contract: (1) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or her designee under Section 2.18.050 of the Los Angeles County Code relative to the construction of County buildings; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in Public Contract Code Sections 4100 et seq. and 5100 et seq., respectively; (3) accept the project upon its final completion; (4) release retention money withheld consistent with the requirements of Public Contract Code Sections 7107 and 9203; and (5) extend the date and time for the receipt of bids consistent with the requirements of Public Contract Code Section 4104.5.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to reject all bids received on May 7, 2013; find that the proposed modifications to this project are categorically exempt from the provisions of the California Environmental Quality Act; delegate authority to the Chief Engineer or her designee of the Los Angeles County Flood Control District (LACFCD) to acquire temporary and permanent right-of-way easements, a single-family residence and appurtenant improvements and execute an agreement for the purchase and sale of property interests substantially similar in form and content with the enclosed document; delegate authority to the Chief Engineer or her designee to adopt revised plans and specifications, advertise for bids, award and execute a construction contract with the apparent responsible contractor with the lowest responsive bid, and delegate certain responsibilities to the Chief Engineer or her designee to carry out this project.

On April 9, 2013, the Board approved the Pickens Canyon Mullally Debris Basin Relief Drain project and authorized the project to be advertised for bids. On May 7, 2013, five bids were received in response to the advertisement, however, all of the bids substantially exceeded Public Works' estimate of the construction costs.

The original plans and specifications for the project called for a tunneling operation beneath a single-family residence, which created a high degree of uncertainty among the bidders as to the construction conditions for the project and resulted in the higher-than-expected bid amounts.

The project is proposed to be modified to provide for open-trench construction in lieu of the tunneling operation. This modification is expected to significantly reduce the uncertainty regarding the construction conditions for the project, but will also require the demolition of a single-family residential structure and appurtenant improvements.

Once constructed, the project will serve as the primary conveyance for storm flows from the Mullally Debris Basin to the Pickens Canyon Channel and will enhance the capacity of the Mullally Debris Basin to provide debris and flood protection.

The owners of the property required for the project, Jeffrey P. Schroeder and Kelly S. Schroeder, have generally agreed to convey the necessary property interests to the LACFCD, subject to the preparation and execution of an agreement for the purchase and sale of property interests.

The recommended actions are necessary for the Chief Engineer or her designee to advertise for bids, award and execute a construction contract at the earliest possible date to synchronize with the temporary possession of Pickens Canyon Parcel 253T.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). The recommended actions will help achieve these goals by accelerating the delivery of this project which provides increased capacity to manage runoff and sediment from Mullally Canyon during major storm events and improved flood protection for the downstream properties in the City of La Cañada Flintridge.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The proposed purchase price of \$799,950 represents a negotiated amount that has been accepted by Jeffrey P. Schroeder and Kelly S. Schroeder which is all inclusive and encompasses the acquisition of the temporary and permanent right-of-way easements, single-family residence, improvements, and relocation benefits. The estimated construction contract cost to complete this project is in the range of \$1,000,000 to \$1,400,000. The total project cost is estimated to be \$3,000,000. In addition to the right-of-way acquisition and construction contract cost, the total project cost includes demolition, design plans and specifications, consultant services, survey, materials testing, inspection, contract administration, change order contingency, and other County services.

Funding for this project is available in the Fiscal Year 2013-14 Flood Control District Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Instructions to Bidders provides for the rejection of all bids by the Board if such action is in the best interest of the County. On May 7, 2013, five bids were opened. Due to alignment of the project through a private residential property, Parcels 253T and 253DA, the original solicitation included an arduous pipe tunneling operation which resulted in high construction uncertainty and caused the higher-than-expected bid amounts. Re-advertising the project with modification of the pipe tunneling operation to an open trench operation is expected to substantially reduce the uncertainty associated with construction conditions for the project. Rejecting all bids and re-advertising the project will allow for clarification and a better understanding of the project by all potential bidders and is in the best interest of the County.

Parcels 253T and 253DA are located at 5743 Ocean View Boulevard, in the City of La Cañada Flintridge. The construction of the relief drain by open trench operation requires the demolition and removal of existing improvements on Parcels 253T and 253DA. These consist of a single-family residence and all appurtenant fixtures, in-ground pool, landscaping, and appurtenant irrigation. Upon the Board's approval of the project, demolition and removal of the existing improvements will be performed under a job order contract which was previously approved by the Board on March 5, 2013.

Temporary relocation of the residents during construction will be necessary. Jeffrey P. Schroeder and Kelly S. Schroeder have generally consented to the acquisition at the proposed purchase price of \$799,950, subject to the preparation of the agreement for purchase and sale of property interests. The final agreement for purchase and sale of property interests, corresponding easement deeds and bill of sale will be substantially similar to the enclosed documents. Acquisitions in excess of \$75,000 must be approved by the Board.

This project, to contract for the construction of a relief drain, is part of Public Works' ongoing program for the construction of storm drain improvements. It will be re-advertised in accordance with Section 20991 of the State Public Contract Code.

This project is to be completed in 45 working days. It is estimated the work will start in September 2014 and be completed in November 2014.

Delegating to the Chief Engineer or her designee the authority to advertise for bids, award and execute the construction contract allows an accelerated process for delivery of the project consistent with conditions within the temporary right-of-way easement. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The project specifications contain provisions requiring the contractor to comply with terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Los Angeles County's Defaulted Property Tax Reduction Program

Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the LACFCD to award construction contracts to a responsible contractor with the lowest responsive bid, which is defined as the firm that: (1) submits the bid with the lowest cost; (2) is deemed by the LACFCD to be responsive to specific criteria under the solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the LACFCD to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

### **ENVIRONMENTAL DOCUMENTATION**

The Board previously determined this project to be categorically exempt pursuant to Sections 15301 and 15303 of the of the State CEQA Guidelines and Class 1 Subsection (e) and Class 3 Subsection (q) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. A Notice of Exemption was subsequently filed with the County Clerk on April 17, 2014.

The proposed modifications to the project, as depicted in the revised plans and specifications, are also categorically exempt pursuant to Section 15301(l), Section 15303(d), and Section 15304(c) of the State CEQA Guidelines and Class 1 Subsection (h)(1) and (h)(4), Class 3 Subsection (q), and Class 4 Subsection (m) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. Modifications to the project involve the demolition of a single-family residence and all appurtenant fixtures; removal of an in-ground pool, landscaping, and appurtenant irrigation; open trench excavation; relief drain construction; and filling of earth into excavated land within a granted easement right-of-way which are activities that are included in the above exemption classes.

Upon the Board's approval of the project, we will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

### **CONTRACTING PROCESS**

This project will be contracted on an open-competitive bid basis. A recommendation for award by the Chief Engineer or her designee will be made upon review of the bids meeting the criteria established by the Board and the State Public Contract Code.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on the County's website for upcoming bids.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

When the project is completed, it will have a positive impact by providing a relief drain to manage runoff and sediment during major storm events and improved flood protection for the downstream properties in the City of La Cañada Flintridge.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Construction Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER  
Director

GF:JTS:lg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
Internal Services Department (Countywide  
Contract Compliance)

## AGREEMENT FOR PURCHASE AND SALE OF PROPERTY INTERESTS

### **THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY INTERESTS**

("Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Seller, **Jeffrey P. Schroeder and Kelly S. Schroeder**, husband and wife, as community property ("Seller"), and Buyer, **Los Angeles County Flood Control District**, a body corporate and politic ("District"), for acquisition by District of certain real property interests described below.

### RECITALS

- A. Seller is the owner of certain real property located at 5743 Ocean View Boulevard in La Canada Flintridge, County of Los Angeles, State of California, also identified as Assessor Parcel No. 5870-034-005 as depicted in Exhibit A attached hereto and incorporated herein by this reference ("Property").
- B. The Property is comprised of approximately 16,900 square feet and is improved with a 2,005 square foot single family residence and an in-ground pool.
- C. District desires to acquire certain property interests and improvements (described below) in and on the Property for the purpose of constructing the Pickens Canyon/Mullally Debris Basin Relief Drain ("Project"), and Seller desires to convey the property interests and improvements in accordance with the terms and conditions contained herein.

### AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

- 1. Purchase and Sale. Seller agrees to sell to District, and District agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, the following property interests and improvements ("Property Interests"):
  - a. Temporary Construction Easement ("TCE"), – 13,786 square feet, and Permanent Subsurface Easement ("PSE") – 3,114 square feet, as more particularly described in Exhibit 1, attached hereto and incorporated herein;
  - b. Improvements consisting of a Single Family Residence and all appurtenant fixtures, an In-Ground Pool, Landscaping and appurtenant irrigation, all as more particularly described in Exhibit 2 attached hereto and incorporated herein.

2. Delivery of Deeds and Bill of Sale. Seller shall deliver to District a duly executed deed conveying the TCE and PSE and a Bill of Sale for the Improvements upon execution of this Agreement by the Seller.
3. Consideration. As consideration for the conveyance of the Property Interests by Seller, District shall pay to Seller the total sum of Seven Hundred Ninety-Nine Thousand Nine Hundred Fifty Dollars (\$799,950.00) "Cash Payment". The District shall pay the Cash Payment to the Seller according the following schedule:
  - a. Within fifteen (15) business days of recordation of the deeds conveying the TCE and PSE to the District, District shall deliver to Seller the amount of Eighty Three Thousand Seven Hundred and Thirty-Six Dollars (\$83,736.00).
  - b. Within five (5) business days of District verifying that title was conveyed free of any liens, encumbrances or exceptions not acceptable to District, District shall deliver to Seller the amount of Six Hundred Sixty One Thousand Four Hundred Eighty Four Dollars (\$661,484.00).
  - c. Within five (5) business days after Seller vacates the Property, signs a Certificate of Abandonment, and provides all keys to the Property to the District or to the District's consultant, District shall make a final payment to Seller in the amount of Fifty Four Thousand Seven Hundred and Thirty Dollars (\$54,730.00), less any deductions described in section 7 of this Agreement.
4. Release by Seller. The consideration recited hereinabove shall constitute payment in full of all Seller's claims for compensation and/or damages arising out of District's acquisition of the Property Interests and construction of the Project, including without limitation claims for compensation for improvements pertaining to the realty and severance damages, claims for property damage related to the settlement of any fill material placed on the Property by District, and claims for relocation assistance and benefits. Seller hereby releases and discharges District from any and all claims for further compensation, expenses and/or damages, arising from or connected with District's acquisition of the Property Interests and the construction, operation or use of the Project.
5. Form of Deed. The Property Interests shall be conveyed by Seller to District as described in and by the deed attached hereto as Exhibit 1 ("Easement Deed") and by a Bill of Sale for the Improvements attached hereto as Exhibit 3 ("Bill of Sale"), duly executed and acknowledged by Seller.



6. Contingencies. Completion of the transaction contemplated by this Agreement is contingent upon the approval of the Board of Supervisors of the District.
7. Vacation of Property. Seller agrees to vacate the Property within thirty (30) calendar days of receiving a Notice to Vacate from the District ("Vacate Date"). Should seller remain in occupancy of the Property beyond the Vacate Date, the District may contract directly with a professional moving and storage company ("Mover") of its own choosing, and have the move completed by the Mover. The payment made by the District to the Mover for these services will be deducted from the final Cash Payment.
8. Conditions of Title. Seller covenants and agrees that the Property shall be conveyed to District free of any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights of way, or other matters affecting the approved condition of title which may appear of record or be revealed by a title search.
9. Return of Possession of Property and Re-occupancy by Seller.
  - 9.01 Within five (5) business days from completion of the Project, District shall notify Seller, in writing, that the Project has been completed and that the Temporary Construction Easement has terminated. At any time thereafter, Seller may reoccupy the Property.
  - 9.02 Prior to providing such notice to Seller, District shall fill and compact all excavations made by District in accordance with Section 306-1.3.6 of the Green Book Standard Specifications for Public Works Construction.
  - 9.03 District does not make any representations as to the suitability of the Property for any construction or use by Seller upon completion of the Project and return of possession to Seller.
  - 9.04 Prior to commencing any construction activity over the Permanent Easement, Seller shall obtain the District's written approval of the proposed construction activity in accordance with Paragraph 4 of the Easement Deed, as more particularly described in Exhibit 1.
10. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by US Postal Service Express Mail or Federal Express to the following address:

To District:

Los Angeles County Flood Control District  
900 S. Fremont Avenue, 10<sup>th</sup> floor  
Alhambra, California 91803  
Attn: Henrik Keshishian

To Seller:

Jeffrey P. and Kelly S. Schroeder  
5743 Ocean View Drive  
La Canada, California 91011

Notice shall be deemed given on the day delivered by a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

11. Brokers. Seller represents and warrants to District, and District represents and warrants to Seller, that no broker or finder fees are due in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent, or finder, licensed, or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.
12. Seller's Representations and Warranties. In consideration of District entering into this Agreement and as an inducement to District to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by District, the truth and accuracy of which shall constitute a condition precedent to District's obligations hereunder.
  - 12.01 Power. Seller is the fee owner of the Property and has the legal power, right and authority to enter into this Agreement and execute the instruments referenced herein, and to consummate the transaction contemplated hereby.
  - 12.02 Validity. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.
  - 12.03 Violations. Seller has no present actual knowledge of any outstanding and uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes regarding the Property.

- 12.04 Litigation. Seller has no present actual knowledge of any litigation pending or threatened against Seller on any basis therefore that arises out of the ownership of the Property or that might detrimentally affect the Property or adversely affect the ability of Seller to perform its obligations under this Agreement.
13. District's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, District makes the following representations and warranties, each of which is material and is being relied upon by Seller, the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder.
- 13.01 Power. District has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 13.02 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of District have the legal power, right and actual authority to bind District to the terms and conditions hereof and thereof.
- 13.03 Validity. This Agreement and all documents required hereby to be executed by District are and shall be valid, legally binding obligations of and enforceable against District in accordance with their terms.
14. Condition of Property. AS IS: Except as set forth in this Agreement, there are no representations or warranties of any kind whatsoever, express or implied, made by Seller in connection with this Agreement, the purchase of the Property Interests by District, the physical condition of the Property or whether the Property complies with applicable laws or is appropriate for District's intended use; District's decision to purchase the Property Interests on the terms and conditions hereof is made solely and exclusively in reliance on District's own review, inspection and investigation of the Property except for the express representations and warranties set forth in this Agreement; and District shall purchase the Property Interests in their "as is" condition as of the date of its acceptance of the Easement Deed and Bill of Sale.
15. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive conveyance of the Property Interests to the District.
16. Required Actions of District and Seller. District and Seller agree to execute all such instruments and documents, and to take all actions pursuant to the provisions hereof, in order to complete this transaction and shall use their best

efforts to effect the conveyance of Property Interests and vacation of the Property in accordance with the provisions hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and District.
18. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.
19. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
20. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
21. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
22. Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
23. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
24. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
25. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

/ / / / SIGNATURE PAGE FOLLOWS / / /

**IN WITNESS WHEREOF**, The parties hereto have executed this Agreement for Purchase and Sale of Property Interests as of the dates of their respective signatures.

**DISTRICT:**

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic

By: \_\_\_\_\_  
Steven G. Steinhoff  
Assistant Deputy Director

Date: \_\_\_\_\_

**SELLER:**

By: \_\_\_\_\_  
Jeffrey P. Schroeder

By: \_\_\_\_\_  
Kelly S. Schroeder

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

John F. Krattli  
County Counsel

By: \_\_\_\_\_

**EXHIBIT 1**  
**EASEMENT DEED**

## **EXHIBIT 2**

### **IMPROVEMENTS**

1	<p>A single-story single family residence located at 5743 Ocean View Drive, La Canada Flintridge, CA, and bears the APN 5870-034-005</p> <p>The residence is 2,005 square feet in size, per the County Assessor's records and includes four Bedrooms, two bathrooms and a two car garage</p>
2	Concrete driveway
3	In-ground pool
4	Landscaping consisting of trees, bushes and shrubs located outside of the Designated Hazard Area



**EXHIBIT 3**

**BILL OF SALE**